

1.66 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

1.67 "Wireless Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via a radio interface at a mutually agreed upon location.

2.0 INTERPRETATION AND CONSTRUCTION.

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Schedule 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA on Schedule 3.0. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2).

4.1 Scope

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Such Interconnection shall be at least equal in quality to that provided by the Parties to themselves or any Subsidiary, Affiliate or third party. For purposes of this Section 4.1, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing

parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

4.2 Physical Architecture

If the Parties Interconnect their networks pursuant to a Fiber-Meet, WinStar and Ameritech shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect their networks for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. In those instances where the Parties agree to employ a wireline-based transmission system, such system shall be configured as illustrated in Exhibit B, and engineered, installed, and maintained as described in this Section 4.0 and in the Joint Grooming Plan (as defined in Section 8.1). Nothing in this Agreement shall preclude the Parties from negotiating a Wireless Meet pursuant to Section 4.3.10, which by definition does not include SONET, for either the initial and/or subsequent interconnects.

4.2.1 The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:

- (a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection (c) below;
- (b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection (c) below; and
- (c) Third, the Party first selecting the OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.

4.2.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.2.3 WinStar shall, wholly at its own expense, procure, install and maintain the agreed upon OLT equipment in the WinStar Interconnection Wire Center ("WIWC") identified for that LATA in Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.2.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the WIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable WinStar to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the WIWC. WinStar shall deliver and maintain such strands wholly at its own expense.

4.2.5 WinStar shall designate a manhole or other suitable entry-way immediately outside the WIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the WIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

4.2.6 WinStar shall pull the fiber optic strands from the WinStar-designated manhole/entry-way into the WIWC and through appropriate internal conduits WinStar utilizes for fiber optic facilities and shall connect the Ameritech strands to the OLT equipment WinStar has installed in the WIWC.

4.2.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the WIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the WinStar strands to the OLT equipment Ameritech has installed in the WIWC.

4.2.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that which the Party's own fiber exited.

4.2.9 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system as illustrated on Exhibit B.

4.2.10 Upon a request made by WinStar, the Parties shall mutually explore means to interconnect their facilities using a Wireless Meet. The Parties acknowledge that Interconnection via a Wireless Meet is a technically feasible alternate method of Interconnection and, depending on the circumstances, is an economically feasible alternate method of Interconnection.

4.3 Interim Alternative Physical Architecture

4.3.1 Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to interconnect on or before such Interconnection Activation Date via an electrical DS3 (or multiples thereof) interface instead of the SONET transmission system for an interim period (the "Interim Period") not to exceed one-hundred and eighty (180) days after the Interconnection Activation Date. Nothing in Section 4.3 shall preclude the Parties from negotiating a Wireless Meet pursuant to Section 4.2.10, which by definition would not include SONET.

4.3.2 The Party which did not elect such alternative architecture shall have the option of specifying that such alternative architecture shall occur over a Collocation at either Party's premises in accordance with Section 10.0 or any other arrangement to which the Parties may agree.

4.3.3 During any Interim Period, specific logical trunk groups (and traffic routing parameters) will be configured over the alternate physical architecture for transmission and routing of Telephone Exchange Service traffic and for transmission and routing of Exchange Access traffic pursuant to Section 5.0 and Section 6.0, respectively.

4.3.4 During any Interim Period, neither Party shall charge the other Party for Collocation Cross Connection for trunk groups delivered via Collocation.

4.3.5 Unless otherwise mutually agreed, in those instances where a wireline-based transmission architecture has been mutually agreed upon, the Parties shall transition to a SONET transmission system for the applicable LATA pursuant to Section 4.2 no later than the last day of the Interim Period.

4.4 Technical Specifications

4.4.1 WinStar and Ameritech shall work cooperatively to install and maintain a reliable network. WinStar and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.2 WinStar and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.4.3 The following list of publications describe the practices, procedures, specifications and interfaces generally utilized by Ameritech and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces:

- (a) Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations; and
- (b) Ameritech Technical Publication AM-TR-TMO-000072; Service Description and Interface Requirements for Ameritech's Optical Service.

4.5 Interconnection in Additional LATAs

4.5.1 If WinStar determines to offer Telephone Exchange Services in any other LATA in which Ameritech also offers Telephone Exchange Services, WinStar shall provide written notice to Ameritech of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in Section 4.5.1 shall include (i) the initial Routing Point WinStar has designated in the new LATA; (ii) WinStar's requested Interconnection Activation Date; and (iii) a non-binding forecast of WinStar's trunking requirements.

4.5.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center WinStar has identified as its initial Routing Point in the LATA as the WIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the WIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

4.5.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred and fifty (150) days after the date on which WinStar delivered notice to Ameritech pursuant to Section 4.5.1. Within ten (10) business days of Ameritech's receipt of WinStar's notice, Ameritech and WinStar shall confirm the AIWC, the WIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 3.0.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third party carrier.

5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5.0, each of the following Central Office Switches shall be designated as a "Primary Switch":

- (a) Each access Tandem Ameritech operates in the LATA;
- (b) The initial switch WinStar employs to provide Telephone Exchange Service in the LATA;
- (c) Any access Tandem WinStar may establish for provision of Exchange Access in the LATA; and
- (d) Any additional switch WinStar may subsequently employ to provide Telephone Exchange Service in the LATA which WinStar may at its sole option designate as a Primary Switch; provided that the total number of WinStar Primary Switches for a LATA may not exceed the total number of Ameritech's Primary Switches for that LATA. To the extent WinStar chooses to designate any additional switch as a Primary Switch, it shall provide notice to Ameritech of such designation at least ninety (90) days in advance of the date on which WinStar activates such switch as a Primary Switch.

5.2.2 Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section 5.2.1 shall be designated as a "Secondary Switch".

5.2.3 For purposes of WinStar routing traffic to Ameritech, sub-tending arrangements between Ameritech Primary Switches and Ameritech Secondary Switches shall be the same as the access Tandem/End Office sub-tending arrangements which Ameritech maintains for those switches. For purposes of Ameritech routing traffic to WinStar, sub-tending arrangements between WinStar Primary Switches and WinStar Secondary Switches shall be the

same as the access Tandem/End Office sub-tending arrangements which WinStar maintains for those switches.

5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

5.3.1 The Parties shall initially configure a separate two-way trunk group as a direct transmission path between each WinStar Primary Switch and each Ameritech Primary Switch.

5.3.2 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Plan; provided, however, nothing in this Section 5.3 shall require a Party to establish new direct trunk groups on or before the date which is one-hundred and twenty (120) days after the applicable Interconnection Activation Date; provided, however, that if such traffic volume is exceeded within such one-hundred and twenty (120) day period, such Party shall establish new direct trunk groups on the date which is the later of (i) sixty (60) days after such occurrence or (ii) one-hundred and twenty-one (121) days after the Interconnection Activation Date.

5.3.3 As may be required in high usage situations, the Parties will jointly engineer End Office to End Office trunks.

5.4 Signaling

5.4.1 CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling in accordance with applicable tariffs. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

5.4.2 The following list of publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

- (a) Bellcore Special Report SR-TSV-002275. BOC Notes on the LEC Networks - Signaling.

- (b) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

5.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

5.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.6.2 Measurement of billing minutes shall be in actual conversation seconds.

5.7 Reciprocal Compensation Arrangements — Section 251(b)(5).

5.7.1 The Parties shall compensate each other symmetrically for transport and termination of Local Traffic at the rate provided in the Pricing Schedule.

5.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.7.3 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.5.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between WinStar Telephone Exchange Service Customers and Interexchange Carriers.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to WinStar's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow WinStar's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch WinStar utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which Ameritech access Tandem(s) will be sub-tended by each WinStar End Office Switch. Except as otherwise agreed by the Parties, Ameritech shall allow each WinStar End Office Switch to subtend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single WinStar End Office Switch subtend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.

6.3 Meet-Point Billing Arrangements

Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and

conditions of the Agreement For Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

7.1.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth on the Pricing Schedule; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. However, if the information provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 4.0, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on the Pricing Schedule.

7.3 Transit Service

7.3.1 Although Ameritech believes it is not required to provide Transit Service under the Act, Ameritech agrees that it shall provide Transit Service to WinStar on the terms and conditions set forth in this Section 7.3.

7.3.2 "Transit Service" means the delivery of certain traffic between WinStar and a third party LEC by Ameritech over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from WinStar to such third party LEC and (ii) IntraLATA Toll Traffic originated from such third party LEC or CMRS provider, and terminated to WinStar where Ameritech carries such traffic pursuant to a primary toll carrier plan ("PTC") (e.g., a plan where Ameritech is the designated provider of IntraLATA toll services to all customers and where Ameritech settles with connecting carriers using access charges) or other similar plan approved by the Commission. Transit service only shall be provided at Ameritech Tandem Switches and not at any Ameritech End Office.

7.3.3 Subject to Section 7.3.4, the Parties shall compensate each other for Transit Service as follows:

- (a) WinStar shall pay Ameritech for Local Traffic and IntraLATA Toll Traffic WinStar originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating third party LEC or CMRS provider imposes or levies on Ameritech for the delivery or termination of such traffic, including any switched access charges; and
- (b) Ameritech shall pay WinStar for IntraLATA Toll Traffic terminated to WinStar from such third party LEC or CMRS provider (where Ameritech delivers such traffic pursuant to the Commission's PTC plan (or other similar plan) at WinStar's applicable switched access rates.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic to WinStar, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic to WinStar or (ii) twenty-four (24) months past the Effective Date of this Agreement, Ameritech will deliver and WinStar will terminate Local Traffic originated from such third party LEC.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, WinStar is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to WinStar, at WinStar's sole option, any transiting arrangement Ameritech offers to another LEC at the same rates, terms and conditions provided to such other LEC.

8.0 JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

8.1 Joint Grooming Plan. Within ninety (90) days of the Effective Date, WinStar and Ameritech shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is equal to that achieved on interoffice trunks within Ameritech's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;
- (c) maintenance of the SONET transmission system;
- (d) disaster recovery provision escalations; and
- (e) the joint engineering of End Office to End Office trunks for Telephone Exchange Service as may be required in high usage situations; and
- (f) such other matters as the Parties may agree.

8.2 Installation, Maintenance, Testing and Repair. Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be at least equal in quality to that provided by the Parties to themselves or any Subsidiary, Affiliate or Third Party. For purposes of this Section, "equal in quality" means the same or equivalent installation, provisioning, maintenance, testing and repair intervals.

9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3).

9.1 Local Loop Transmission Types

Subject to Section 9.3, Ameritech shall allow WinStar to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.1:

9.1.1 "2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz. repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical References AM TR-TMO-000122, Ameritech Unbundled Analog Loops;

9.1.2 "4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in

a 4-wire electrical interface. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM TR-TMO-000122, Ameritech Unbundled Analog Loops;

9.1.3 "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

9.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.7 Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and, at the rates set forth in the Pricing Schedule.

9.2 Private Lines and Special Access

Ameritech shall make available to WinStar private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

9.3 Limitations on Unbundled Access

9.3.1 WinStar may not cross-connect an Ameritech-provided Loop to an Ameritech-provided Port but instead shall purchase a network access line under applicable tariffs.

9.3.2 Ameritech shall only be required to make available Loops where such Loops are available.

9.3.3 WinStar shall access Ameritech's unbundled Network Elements via Collocation in accordance with Section 12.0 at the Ameritech Wire Center where those elements exist and each Loop shall be delivered to WinStar's Collocation by means of a cross-connection which is included in the rates set forth in the Pricing Schedule.

9.3.4 Ameritech shall provide WinStar access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if WinStar requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to WinStar. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of WinStar's request notify WinStar of the lack of available facilities. WinStar may then at its discretion make a Network Element Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). WinStar may also make a Network Element Bona Fide Request for access to unbundled Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.5 and the Performance Interval Dates and Performance Criteria set forth in Section 26.1 shall not apply to unbundled Loops provided under this Section 9.3.4.

9.3.5 If WinStar orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Belcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

9.3.6 Prior to submitting its initial order for a Network Element, WinStar shall submit a representation of authorization, the form of which is set forth on Schedule 9.3.6.

9.4 Unbundled Local Switching Ports

The following categories of Unbundled Local Switching Ports shall be provided: Basic Line Port; Ground Start Line Port; Copts-Coin Line Port; ISDN-Direct Port; DID Trunk Port; ISDN Prime Trunk Port; Digital Trunking Trunk Port; Custom Routing Port; Centrex Basic Line Port; Centrex ISDN Line Port; Centrex EKL Line Port; and Centrex Attendant Console Line Port.

9.5 Availability of Other Network Elements on an Unbundled Basis

9.5.1 Ameritech shall, upon request of WinStar, and to the extent technically feasible, provide to WinStar access to its Network Elements for the provision of WinStar's Telecommunications Service. Any request by WinStar for access to an Ameritech Network Element that is not already available shall be treated as a Network Element Bona Fide Request. WinStar shall provide Ameritech access to its Network Elements as mutually agreed by the Parties or as required by the Commission or the FCC.

9.5.2 A Network Element obtained by one Party from the other Party under this Section 9.5 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including the billing, collection, transmission, and routing of such Telecommunications Service.

9.5.3 Notwithstanding anything to the contrary in this Section 9.5, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 9.5 except as required by the Commission or the FCC.

9.6 Provisioning of Unbundled Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.6.1 WinStar shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal Service Order (a "Service Order") using the Ameritech electronic ordering system (as defined in the Unbundling Product Guide) or another mutually agreed upon system. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide WinStar the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Section 26.1 by which the Loop(s) covered by such Service Order will be installed.

9.6.2 Ameritech agrees to coordinate with WinStar at least forty-eight hours prior to the due date a scheduled conversion date and time (the "Scheduled Conversion Time") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

9.6.3 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If WinStar requests the New Conversion Time, WinStar shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.6.4 Ameritech shall test for WinStar dial-tone ("Dial Tone Test") on WinStar's Virtual Collocation-digital Loop carrier during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Conversion Time as applicable). Ameritech shall perform the Dial Tone Test on WinStar's Virtual Collocated digital Loop carrier at no charge until June 1, 1997. Thereafter, WinStar may request Ameritech to perform such Dial Tone Test on a time and materials basis at Ameritech's then current rates. Ameritech shall not perform any Dial Tone Test on any WinStar Physically Collocated digital Loop carrier.

9.6.5 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange

Service to the connection of an unbundled Network Element at the WinStar Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a contributing Delaying Event (as defined in Section 26.4)), Ameritech shall waive the applicable Line Connection Charge for such element. If WinStar has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.6.6 If WinStar requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge WinStar for any additional and reasonable labor charges to perform such services.

9.7 Maintenance of Unbundled Network Elements

If (i) WinStar reports to Ameritech a Customer trouble, (ii) WinStar requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then WinStar shall pay Ameritech a trip charge of \$51.00 per trouble dispatch and time charges of \$21.00 per quarter hour.

10.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1).

10.1 Availability of Wholesale Rates for Resale

Ameritech shall offer to WinStar for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of the Ameritech Resale Local Exchange Service tariff, until such time as the parties negotiate a superseding resale agreement.

10.2 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act.

11.0 NOTICE OF CHANGES — SECTION 251(c)(5).

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties shall comply with the FCC's network disclosure requirements as set forth in CC Docket No. 96-98, Second Report and Order, and as may be amended from time to time.

12.0 COLLOCATION — SECTION 251(c)(6).

12.1 Ameritech shall provide to WinStar Virtual Collocation and/or Physical Collocation of equipment necessary for Interconnection pursuant to Section 4.0, or for access to unbundled Network Elements pursuant to Section 9.0, except that Ameritech may provide only for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or Commission or the appropriate Commission subject to applicable federal and state tariffs.

12.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, WinStar agrees to provide to Ameritech upon Ameritech's Network Element Bona Fide Request, Collocation (at WinStar's option either Physical or Virtual) of equipment for purposes of Interconnection pursuant to Section 4.0 on a non-discriminatory basis and at comparable rates, terms and conditions as WinStar may provide to other third parties. WinStar shall provide such Collocation subject to applicable tariffs or contracts.

12.3 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

12.4 If WinStar elects an Interconnection method or network architecture that requires Ameritech to Interconnect with WinStar's facilities via Collocation, WinStar agrees to provide to Ameritech Collocation on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than either (i) Ameritech provides to WinStar or (ii) WinStar provides to itself, its subsidiaries, Affiliates or other persons.

12.5 Upon written request to Ameritech, WinStar shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) WinStar's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) WinStar provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of WinStar and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. If a Party Interconnects its network with another collocating

Telecommunications Carrier pursuant to this Section 12.5, such Party shall, in addition to its indemnity obligations set forth in Section 24.0, indemnify the other Party for any Loss arising from such Party's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier. Any request by WinStar to connect its Virtually Collocated equipment to the collocated equipment of another collocating Telecommunications Carrier shall be treated as a Bona Fide Request.

12.6 A Collocating Party may subcontract the construction of its Physical Collocation space with contractors approved by the Housing Party, which approval shall not be unreasonably withheld.

12.7 Collocation of WinStar's wireless equipment in Ameritech's Central Office shall be provided consistent with this Agreement and shall be pursuant to applicable tariffs or contract. The price charged by Ameritech to WinStar for such collocation shall be the same price that Ameritech charges other similarly situated collocators for the same service, either wireless or wireline.

SECTION 251(b) PROVISIONS

13.0 NUMBER PORTABILITY — SECTION 251(b)(2).

13.1 Scope

13.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

13.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Telecommunications Number Portability ("INP") to each other through remote call forwarding, direct inward dialing trunks and NXX migration.

13.1.3 Once Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Number Portability. Upon implementation of Number Portability pursuant to FCC or Commission regulation, both Parties agree to conform and provide such Number Portability.

13.2 Procedures for Providing INP Through Remote Call Forwarding

WinStar and Ameritech will provide INP through remote call forwarding as follows:

13.2.1 If a Telephone Exchange Service Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"), such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Provided that Party A has on file a representation of authorization in the form set forth in Schedule 9.3.6 and has issued an associated service order to Party A to assign the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Local/IntraLATA Trunks as if the call had originated on Party A's network.

13.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible for all collect, calling card, and 3rd-number billed calls associated with those numbers, with sub-account detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

13.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

13.2.4 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time.

13.3 Procedures for Providing INP Through Direct Inward Dial Trunks

Upon request, Ameritech shall provide to WinStar INP via direct inward dial trunks pursuant to applicable tariffs.

13.4 Procedures for Providing INP Through NXX Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service

from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

13.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree that under INP terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.5 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

13.5.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.5.3 in lieu of any other compensation charges for terminating such traffic.

13.5.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number) would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) intrastate FGD charges ("Intra Traffic"), (iii) interstate FGD charges ("Inter Traffic"), or (iv) handled as Local Traffic under transiting arrangements between the Parties ("Transit Traffic"). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on actual INP traffic percentages from the preceding six (6) month period.

13.5.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (Intra Traffic percentage times Ameritech's effective intrastate FGD rates) plus (Inter Traffic percentage times Ameritech's effective interstate FGD rates).

A rate of zero shall be applied to the Transit Traffic percentage on the assumption that some portion of such Transit Traffic would otherwise be subject to other compensation arrangements and to account for a reasonable level of uncollectibles on terminating compensation. Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

13.6 Pricing For Interim Number Portability

Each Party shall separately keep records of: 1) its costs of providing Interim Number Portability; and 2) a reasonable profit ("INP Charges"). When the FCC or the Commission determines the methodology for recovering such INP Charges consistent with FCC Interim Number Portability Order(s), each Party shall comply with the established methodology for recovery of such INP Charges in a competitively neutral manner.

14.0 DIALING PARITY — SECTION 251(b)(3).

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.0 ACCESS TO RIGHTS-OF-WAY — SECTION 251(b)(4).

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on non-discriminatory terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs, contracts and/or standard agreements. In addition, if either Party provides access to roof space or riser capacity in a particular building it owns or controls to another party for the provision of radio-based Telecommunications Services (with the exception of occupancy by pre-existing co-owners of condominium buildings where Ameritech is one of the pre-existing co-owners with another Telecommunications Service provider), the Party providing such access shall make that roof space or riser capacity in that same building available to the other Party on non-discriminatory terms, conditions and prices comparable to those offered to such other party.

16.0 DATABASE ACCESS.

In accordance with Section 271 of the Act, Ameritech shall provide WinStar with interfaces to access Ameritech's databases and associated signaling necessary for the routing and completion of WinStar's traffic. Access to such databases, and the appropriate interfaces, shall be made available to WinStar via a Network Element Bona Fide Request.

17.0 REFERRAL ANNOUNCEMENT.

When a Customer changes its service provider from Ameritech to WinStar, or from WinStar to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer for the period specified in Michigan Administrative Rule 484.134. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.0 OTHER SERVICES.

WinStar and Ameritech shall provide other services to each other as required under the Act on such terms and conditions as the Parties may agree in separate agreements, including the Agreement by and between WinStar Telecommunications, Inc. and Ameritech for Enhanced 9-1-1 Service dated as of the Effective Date.

GENERAL PROVISIONS

19.0 GENERAL RESPONSIBILITIES OF THE PARTIES.

19.1 Each of Ameritech and WinStar shall use its best efforts to comply with the Implementation Schedule.

19.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. WinStar, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any Ameritech End Office Switches.

19.3 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.3 shall be deemed "Proprietary Information" under Section 28.6.

19.4 In addition to and not in lieu of the non-binding forecasts required by Section 19.3, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services provided under this Agreement may request that the other Party enter into negotiations to establish a

forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.4 shall be deemed "Proprietary Information" under Section 28.6.

19.5 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network as referenced in BOC Notes On LEC Networks Practice No. SR-TSV-002275 and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.2 and 19.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.6 Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service, but only for as long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

19.7 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.8 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.9 Each Party is responsible for administering NXX codes assigned to it.

19.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.11 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.12 Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's